



# QUEEN'S COLLEGE

## Terms & Conditions

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## INTRODUCTION

### 1 These Terms and Conditions

- deal with such matters as admission and entry to the College, education and pastoral care, behaviour and discipline, fees, medical matters, important provisions about notice and general contractual matters.
- reflect the custom and practice of independent schools for many generations and they form the basis of the contract for educational services between the College and Parents.
- are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of the College.
- are intended to be relied upon by the College in every case. If you and the College agree to make any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what the School and you the Parents are expected to do.

2 **Prospectus** The prospectus describes the broad principles on which the College is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement with the Parents and the College. Parents wishing to place specific reliance on a matter contained in the prospectus should seek written confirmation of that matter before entering this agreement.

3 **Managing Change** Every long-term contract must contain reasonable provisions for change. Queen's College, like any other school, is likely to undergo a number of changes during the time a child is a Pupil here. For example, there may be changes in the staff, in the premises and facilities and their use, in the curriculum and the size and composition of classes, in the College Rules and Regulations and disciplinary framework, and the length of school terms. Fee levels will be reviewed from time to time and may be increased by such amount as the College considers reasonable. Whenever practicable, however, Parents will be consulted and/or given at least a term's notice of a change of policy which would have a significant effect on their child's education or pastoral care.

4 **Documents Referred To** Parents and Pupils have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions before they accept the offer of a place. Those documents, together with these Terms and Conditions, may undergo reasonable change from time to time, as circumstances require, so as to ensure that the College, its culture, ethos and resources are properly managed, and so as to promote good order and discipline throughout our school community, and to ensure compliance with the law. Before accepting the offer of a place, parents and pupils receive a copy of the College Rules and the Fees List. Copies of other procedure and policy documents, for example the Drugs Smoking Alcohol and Substance Abuse Policy, the Data Protection Policy and our Complaints Procedure, are available from the Head on request.

5 **Communications** All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the College of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the College to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the College's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

## TERMINOLOGY

6 **"The College"/"We"** means Queen's College, Taunton, (a registered charity number: 310208) acting by the Governing Body (the "Governors") as now or in the future constituted under delegated powers from the Methodist Independent Schools Trust or its successor in title through the Methodist Independent Education Trust Deed of 1903 (as amended) (the "Deed"). The College is organised in the following sections – Nursery School, Pre-Preparatory School, Junior School and Senior School.

7 **"The Governors"** are appointed, under the terms of the Instrument of Government for Methodist Independent Schools Trust (the "Instrument"), to act as Trustees of Queen's College Taunton Trustee Company Limited, (a company registered at Companies House as Company Number 5638020) (the "Company"). The Company is established to administer and manage, and so further the charitable purposes of, the College in accordance with the provisions of the Deed but subject to and in conformity with the Instrument. The Governors have overall responsibility for the day to day governance of the College.

8 **"The Head"** is the person responsible for the day-to-day running of the College and that expression includes those to whom any duties of the Head have been delegated and in particular the Business Director, and the Head of each section of the College.

9 **"The Parents"/"You"** means those who have signed the Acceptance Form and/or who have accepted responsibility for the Pupil's attendance at the College. The Parents are legally responsible, individually and jointly, for complying with their

obligations under these terms and conditions. Those who have “parental responsibility” are legally entitled to receive relevant information about the Pupil unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare of the Pupil. The College will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the College we shall be entitled to treat any communication from the School to any such person as having been made to both of them.

10 **“The Pupil”** is the child of whatever age (including a pupil aged 18 years or over) who has been admitted to the College at the request of the Parents and (where applicable) is the person named on the Acceptance Form as the Pupil.

11 **“Suspension”** means that a Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors’ Review. **“Withdrawal”** means that the Parents have withdrawn the Pupil from the College. **“Exclusion”** means that the Pupil may not return to College until arrears of fees or other charges have been paid. **“Expulsion”** and **“Removal”** mean that the Pupil has been required to leave (“asked to leave”) the College permanently in the circumstances described below. **“Released home”** means that the Head has consented to the Pupil being away from school for a specified period.

12 **“Fee” and “Fees”** include each of the following charges where applicable: Registration Fee; Deposit; Overseas Deposit; Tuition Fees; Boarding Fees; Fees for extra tuition; other extras such as House charges, clothing and equipment, photographs and other items ordered by the parent or the Pupil, charges arising in respect of College trips, and damage where a Pupil alone or with others has caused loss or damage to College property or the property of any other person (fair wear and tear excluded). **“Tuition Fees”** cover the normal curriculum together with most books and stationery; Public examination charges, private music lessons, school meals for day pupils and other items incurred by the College or the pupil may be charged as Extras.

#### **ADMISSION AND ENTRY TO THE COLLEGE**

13 **Registration and Admission** Children will be considered as candidates for admission and entry to the College when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the child satisfying the admission requirements at the time. **“Admission”** occurs when Parents accept the offer of a place. **“Entry”** is the date when the Pupil attends the College for the first time under this contract.

14 **Equal Opportunities** The College is a mainstream, all-age, boarding and day school for boys and girls. The College has a Christian ethos but welcomes staff and children from any ethnic group, background and creed; human rights and freedoms are respected. We have limited facilities for the disabled but we will do our best to make reasonable adjustments in order to accommodate the needs of members of the staff and children who have or develop disabilities as per the Special Educational Needs & Disability Act 2001.

15 **Offer of a Place and Deposit** A deposit (“Acceptance Deposit”) as shown on the Fees List for the relevant year will be payable when Parents accept the offer of a place. The deposit will be repaid, less any outstanding Fees owing to the College, by means of a credit without interest to the final payment when the Pupil leaves the College. Until credited, the deposit will form part of the general funds of the College.

16 **Overseas Pupils** For reasons of administration, the right is reserved to require payment of a full term’s boarding Fees (“Overseas Deposit”) as a deposit in the case of a Pupil whose normal residence is outside the United Kingdom. In such cases and subject to full compliance with these Terms and Conditions, interest at a discretionary rate, calculated on the difference between the Overseas Deposit and the Acceptance Deposit current at that time, will be credited to the Parents’ account when the Pupil leaves. Interest will be compounded annually and the interest rate will be a reasonable reflection of the benefit which the College has received from the use of money held in its general account during the relevant period.

#### **PASTORAL CARE**

17 **Meaning** Pastoral care is a thread that runs throughout all aspects of life at Queen’s and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the House and College community. Any question or concern about the pastoral care of a Pupil should be notified immediately to a member of the House staff or in the case of a serious concern should be notified in writing to the Head and/or by telephone, fax and email in the case of emergency. A copy of the College’s current Complaints Procedure will be supplied on request.

18 **Our Commitment** We will do all that is reasonable to safeguard and promote your child’s welfare and to provide pastoral care to at least the standard required by law and often to a much higher standard. We will respect your child’s human rights and freedoms which must, however, be balanced with the lawful needs and rules of our school community and the rights and freedoms of others.

19 **Pupil's Rights** A Pupil of sufficient maturity and understanding has certain legal rights which the College must observe. These include the right to give or withhold his/her consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural and adoptive Parents. If a conflict of interest arises between a Parent and a Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.

20 **Head's Authority** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.

21 **Ethos** The ethos of Queen's must be such as to foster good relationships between members of the staff, between the Pupils themselves and between members of the staff and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the Pupils and Parents and we expect the same of Pupils and Parents in relation to the College.

22 **Physical Contact** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.

23 **Disclosures** The Head needs to be aware of any matters that are relevant to the Pupil's security, welfare and safety. The Parents confirm that they have disclosed or will as soon as possible disclose to the College in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty or disability on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's security. A Parent may be excluded from school premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the College.

24 **Confidentiality** The Parents authorise the Head to override their own and (so far as they are entitled to do so) a Pupil's rights of confidentiality and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the College. In some cases, teachers and other employees of the College may need to be informed of any particular vulnerability the Pupil may have. The College reserves the right to monitor the Pupil's e-mail communications and internet use.

25 **Leaving College Premises** The College is unable to prevent a Pupil leaving College premises in breach of College Rules and Regulations and is not legally entitled to do so in the case of a Pupil aged 16 years or over.

26 **Residence During Term Time** Pupils, except when boarding, are required during term time and at weekends, exeats and half term, to live with a Parent or legal guardian or with an education guardian. Short-term boarding may be provided during term time for a Pupil whose accommodation arrangements have broken down. The Head must be notified in writing immediately if a Pupil will be residing during term time under the care of someone other than a Parent.

27 **Absence of Parents** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the College must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.

28 **Education Guardians** A Pupil whose Parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the College can apply for authorities when necessary. The College can accept no responsibility during exeats, half term or the holidays for Pupils whose Parents are resident abroad and the Parents and guardians of such Pupils must make holiday arrangements, including travel to and from the College, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents but the College may be able to assist, by providing Parents with the names of agencies or individuals who have acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.

29 **Pupil's Personal Property** Pupils are responsible for the security and safe use of all their personal property including but not limited to money, communication devices, music devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the College. Parents should make appropriate insurance arrangements in each case.

30 **Photographs and Video** It is the custom and practice of most independent schools, and of this College, to include some photographs or video of Pupils in the College's promotional material such as the prospectus, website and press releases. Parents who do not want their children photographed, videoed or their name to appear in any of the College's promotional material must ensure their child is aware of this and must write immediately to the Head requesting an acknowledgement of their letter.

31. **Transport** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

32. **Insurance** Parents are responsible for insurance of the Pupil's personal property whilst at College or on the way to and from College or any College-sponsored activity away from College premises. From time to time the College can, via its insurance brokers, offer forms of insurance such as personal accident benefits or fee remission insurance, but the College does not accept a contractual duty to do so. Parents may obtain further information on application to the Business Director.

33. **Liability** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

## EDUCATIONAL MATTERS

34. **Our Commitment** Within the published range of the College's provision, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law, and often to a much higher standard. In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these Terms and Conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the College informed of matters which affect your child; maintaining a courteous and constructive relationship with College staff; and attending meetings and otherwise keeping in touch with the College where your child's interest so requires.

35. **Organisation** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the College community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

36. **Progress Reports** The College monitors the progress of each Pupil and reports regularly to Parents by means of assessments, written reports and parent consultations.

37. **Sex Education** All Pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.

38. **Public Examinations** The Head may, after consultation with a Parent, decline to enter a Pupil's name for a public examination if, when exercising professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence.

39. **Reports and References** Information supplied to Parents and others concerning the progress and character of a Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.

40. **Learning Difficulties and Disabilities (LDD)** The College will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty or disability which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of any other learning difficulty or disability.

41. **Screening for Learning Difficulties and Disabilities** The screening tests available to schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a Pupil appears to have a learning difficulty. A formal assessment can be arranged by the College at the Parents' expense or by the Parents themselves.

42. **Information about Learning Difficulties and Disabilities (LDD)** Parents must notify the Head in writing if they are aware or suspect that a Pupil (or anyone in his or her immediate family) has a learning difficulty and disability and the Parents must provide the College with copies of all written reports and other relevant information. Remedial teaching provided by the College will be charged as an extra. Parents/education guardians of Pupils whose learning difficulty or disability carries a formal entitlement to special exam arrangements, will be liable for these additional charges, such as separate invigilation, readers, scribes, etc. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the College cannot provide adequately for a Pupil's learning difficulties and disabilities.

43. **Moving up the College** It is assumed that each Pupil who satisfies the relevant criteria at the time will progress

through the College and will ultimately complete the Upper Sixth Year (Year 13). Parents will be consulted during the Spring Term if there is any reason why the Pupil may be refused a place at the next stage of the College. Parents must give a term's notice in writing, in accordance with the Provisions about Notice (below) if they do not intend their child to proceed to the next stage of the College, or a term's fees in lieu of notice will be payable.

44. **College's Intellectual Property** The College reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a Pupil in conjunction with any member of staff and/or other Pupils at the College for a purpose associated with the College. The College will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.

45. **Pupil's Original Work** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, examination scripts, paintings and computer-generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at school premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work and for up to one year in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and staff.

46. **College Trips** A variety of College trips will be provided for your child while a Pupil here. The cost of certain school trips will be charged as an extra and added to the bill. Parents' prior consent for a trip costing less than £30 will not be sought. College trips abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to College discipline in all respects whilst engaged in a College trip. All additional costs of special measures (such as medical costs, taxis, air fares or professional advice) necessary to protect the Pupil's safety and welfare will be added to the bill.

## BEHAVIOUR AND DISCIPLINE

47. **College Regime** The Parents accept that the College will be run in accordance with the authorities delegated by the Governors to the Head. The Head is entitled to exercise a wide discretion in relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of a Pupil is at issue.

48. **Conduct and Attendance** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the College, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the College Rules including those governing the wearing of College uniform.

49. **College Rules** The College Rules and Regulations which apply are set out in the Pupil Planners and the Parent Handbook and other documents published from time to time. Parents and Pupils have an opportunity on request to see the current rules and regulations before they accept the offer of a place. Those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the College.

50. **College Discipline** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the College community as a whole. The College's Disciplinary Policy which is current at the time applies to all Pupils when they are on College premises, or in the care of the College, or wearing school uniform, or otherwise representing or associated with the College, and also when boarders are in the company of day Pupils at, or away from College premises, or outside College hours.

51. **Investigative Action** A complaint or rumour of misconduct will be investigated. A Pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as possible and that the Pupil is accompanied and assisted by a parent, education guardian or a teacher of the Pupil's choice.

52. **Procedural Fairness** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a Parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.

53. **Divulging Information** Except as required by law, the College and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Pupils or others who have given information which has led to the

complaint or which the Head has acquired during an investigation.

54. **Drugs & Alcohol** A Pupil may be required to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

55. **Sanctions** The College's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the College or external community, detention for a reasonable period, withdrawal of privileges, gating or suspension, or alternatively being removed or expelled.

56. **Expulsion** A Pupil may be formally expelled from the College if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of College discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The review of serious disciplinary matters is governed by the Complaints Procedure. Parents will be given a copy of the review procedure current at the time. The Head's decision shall be subject to a Governor Review if requested by a Parent. The Pupil shall remain away from College pending the outcome of the Review.

57. **Fees after Expulsion** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the overseas element (if any) of the Acceptance Deposit, and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the College will be payable.

58. **Removal in other Circumstances** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the College, or from boarding, if, after consultation with a parent, the Head is of the opinion that the Pupil's conduct or progress has been unsatisfactory, or if the Pupil, in the judgement of the Head, is unwilling or unable to benefit sufficiently from the educational opportunities offered by the College, or if a parent has treated the College or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the College. The review of serious disciplinary matters is governed by the Complaints Procedure.

59. **Fees Following Removal** If the Pupil is removed in the circumstances described above, the rules relating to Fees and Deposit shall be the same as for expulsion save that the Deposit will be refunded in full without interest.

60. **Leaving Status** The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for his/her leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate with the Pupil, at the time of the Head's decision.

61. **Governors' Review** Parents may ask for a Governors' Review of a decision to expel or require the removal of a Pupil from the College or from boarding but not a decision to suspend a Pupil. The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents. Parents will be entitled to know the names of the Governors who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the College and approved by the parent (such approval not to be unreasonably withheld).

62. **Review Procedure** The Head will advise the Parents of the procedure (current at that time) under which such a review will be conducted by a panel of up to three Governors (including an independent member if requested). If Parents request a Governors' Review, the Pupil will be suspended from College until the decision to expel or remove has been set aside or upheld. While suspended, the Pupil shall remain away from College and will have no right to enter College premises during that time without written permission from the Head.

## **MEDICAL MATTERS**

63. **Medical Declaration** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.

64. **Medical Care** In order that the best use may be made of the facilities and services provided under the National Health Service, every boarder while a Pupil at the College must be registered on the list of the College Medical Officer.

Parents must comply with the College Medical Officer's quarantine regulations as varied from time to time.

65. **Medical Examination** All new boarding Pupils (and where deemed necessary by the College any new day Pupil) will have a routine medical examination with the College Medical Officer (or other doctor appointed by him), usually during the first term at the College.

66. **Pupil's Health** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgement in the interests of the child and/or the College. A Pupil of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interest or where necessary for the protection of other members of the College community.

67. **Medical Information** Throughout any Pupil's time as a member of the College, the College Medical Officer shall have the right to disclose confidential information about the Pupil if he considers that it is in the Pupil's own interests or necessary for the protection of other members of the school community that he should do so. Such information will be given and received on a confidential, "need-to-know" basis.

68. **Emergency Medical Treatment** The Parents authorise the Head to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

## FEES

69. **Liability** Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the College for the whole of the fees and supplemental charges due, unless the College has agreed in writing to look exclusively to any other person for payment of the fees of any part of them (then the provisions about Payment of Fees by a Third Party below will apply).

70. **Payment** The Parents of Pupils who enter the College undertake to pay the Fees which apply from time to time. Those fees are due and payable in full on commencement of the first day of each of the Autumn, Spring and Summer Terms respectively unless prior written agreement has been reached for payment to be made by instalments (see below). The Parents of Pupils entering the College may undertake to pay the termly Fees, which apply from time to time and are due and payable, in full by Direct Debit on the soonest of either the commencement of the first day of the Autumn, Spring and Summer Terms respectively or the last working day prior to or on 31 August, 31 December and 30 April, or by instalment arrangement as set out in Clause 77 below. Any queries about a bill must be raised with the Fee Accounts Office without delay; a query on one or more items on the bill will not be accepted as a reason for non-payment of the balance of the bill by the due date.

71. **Refund/Waiver** Fees and any prepaid 'extras' charges will not be reduced, refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Pupil is released home after public examinations or otherwise before the normal end of term (provided that the College remains open to a Pupil who wishes to stay at College during that period); or for any other cause except at the discretion of the Head or where there is a legal liability under a court order or under the provisions of this contract to make a refund. In particular, in the event your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home. This rule is necessary so that the College can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out above) apply when a Pupil is expelled, removed, or asked to leave.

72. **Exclusion for Non-Payment** The right is reserved on three days written notice to exclude a Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right of a review under the Complaints Procedure will not normally arise. The College may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. A Pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the Provisions about Notice below.)

73. **Late Payment** A single late payment penalty charge of £150 will become payable 7 days after the due date. In addition, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be 1.5% per month. Cheques and other instruments delivered at any time after the first day of term will be presented promptly and will not be considered as payment until cleared. The Parents undertake to pay on demand all costs, charges and expenses (including, but not limited to, administration costs, bank charges, investigation and search fees, collection agents costs, legal costs, value added tax) that the College may incur in enforcing or obtaining payment of any indebtedness or in attempting to do so, on the basis of full compensation to the College. This clause shall not apply to payments that Parents

reasonably contest in good faith.

74. **Part Payment** Any sum tendered that is less than the sum due and owing may be accepted by the College on account only. Late payment charges will be applied to any unpaid balance of Fees.

75. **Appropriation** The Parents agree that a payment made in respect of one child may be appropriated by the College to the unpaid account of any other child of those Parents.

76. **Payment of Fees by a Third Party** An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the College does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Business Director. The College reserves the right to refuse a payment from a third party.

77. **Instalment Arrangements** An agreement by the College to accept payment of current and/or past Fees by instalments is concessionary and will cease automatically in the event of any default for thirty days or more. On ceasing, the full amount of Fees then due shall be payable forthwith as a debt and interest will start to accrue at the rate for Late Payment (see above). Fees received under an instalment arrangement shall be deemed to have been paid in nine instalments appropriated as to three instalments for the Autumn Term, three instalments for the Spring Term and three instalments for the Summer Term.

78. **Composition Schemes** under which a lump sum prepayment for a period of at least two years is made by or on behalf of the Parents will be the subject of a separate contract which provides, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil's leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the College at that time will be deducted from the sum to be refunded.

79. **Scholarships and Bursaries** Every scholarship, assisted place or bursary is a privilege and is subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents' treating the College and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. The basic conditions of bursary awards are that:-

- There is no automatic entitlement to bursaries; they are awarded at the discretion of the Business Director, acting on behalf of the College, and are based on the financial needs of the Parents with due regard to the available resources of the College and the needs of other Parents;
- Bursary awards are subject to annual review;
- The College reserves the right to require certified evidence of financial circumstances in all cases.

80. **Fees Increases** Fees are normally reviewed annually and are subject to increase from time to time by such amount as the College considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term. If we give you less than a term's notice of any increase in fees you will be entitled to withdraw your child from the start of the following term without giving a term's notice or paying fees in lieu, provided that you give notice of the withdrawal within 21 days from the date when notice of the increase in fees is given.

81. **Money Laundering** Because of the increasingly strict and time-consuming money-laundering regulations under which the College is required to operate, the College is unable to accept cash payments in excess of £500 in any one term. Legislation requires the College, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

## PROVISIONS ABOUT NOTICE

82. **Notice to be given by Parents** means (unless the contrary is stated in these terms and conditions) a term's written notice addressed to and actually received by the Head personally or signed for by the Head's Personal Assistant, the College Secretary or the Business Director on the Head's behalf. It is expected that parents will consult with the Head before giving notice to withdraw a Pupil.

83. **Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally or the Head's Deputy duly authorised for this purpose.

84. **Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.

85. **"A term's notice"** to be given by Parents means notice given *before* the first day of a term and expiring at the end of

that term. A term's notice must be given in writing if the Parents wish to cancel a place which they have accepted, or if Parents wish to withdraw a Pupil who has entered the College; or if, following the GCSE year or AS Level year, the Pupil will not return for the following year even if he/she has achieved the required grades; or the Pupil wishes to discontinue extra tuition; or the Pupil wishes to transfer from boarding to day only attendance.

86. **Cancelling Acceptance** The cancellation by the Parents of a place which has been accepted is normally a breach of contract which can cause long term loss to the College if it occurs after other families have taken their decisions about schooling for their children. If the Parents cancel their acceptance of a place less than a term before the entry date or the Pupil does not join the College after a place has been accepted and not cancelled, a term's Fees will be payable and the deposit will be credited to the account. Parents who cancel acceptance on more than a full term's notice before entry will not be required to pay Fees in lieu of notice but the deposit will be retained by the College. Cases of serious illness or genuine hardship may receive special consideration on written request.

87. **Withdrawal by Parents** If a Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. The charge to a term's Fees represents a genuine pre-estimate of the College's loss in these circumstances, and sometimes the actual loss to the College will be much greater. This rule is necessary also to promote stability and the College's ability to plan its staffing and other resources.

88. **Prior Consultation** It is expected that a Parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.

89. **Withdrawal by Pupil** The Pupil's decision to withdraw from the College shall, for these purposes, be treated as a withdrawal by the Parents.

90. **Discontinuing Extras** A term's written notice is required to discontinue extra tuition or a term's Fees for the extra tuition (including individual music tuition) will be immediately payable in lieu as a debt. The College's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through term.

91. **Termination by the College** The College may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal. The College would not terminate the contract without good cause and full consultation with Parents and the Pupil where appropriate and would offer the Parents a Governors' Review of a decision to terminate. The deposit would be refunded without interest less any outstanding balance of the account.

## GENERAL CONTRACTUAL MATTERS

92. **Management** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the College community as a whole. We aim to ensure that the College, its culture, ethos and resources are properly managed so that the College, its services and facilities can develop. We also aim to promote good order and discipline throughout our College community and to ensure compliance with the law. The terms concerned with the payment and recovery of fees and the consequences of non-payment are intended to protect those Parents who pay fees on time and to safeguard the College against the defaults of others.

93. **Data Protection (Pupils)** The College is subject to the provisions of the Data Protection Act and has produced a policy document – "Data Protection" - for your guidance. Under this contract, you agree that the College is permitted to process such "Sensitive Personal Data" as is necessary for a Pupil's attendance at the College, such as, but not limited to, medical information and ethnic origin, and other purposes as contained in that Policy. You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us. You consent to us making use of information relating to your child whilst he or she is at the College and after he or she has left for the purposes of managing relationships between the College and current pupils, providing references and communicating with the body of former pupils.

94. **Data Protection (Parents)** We will obtain "Sensitive Personal Data" when you complete the Acceptance Form and in the normal course of our dealings with you as a Parent and we will use it for the purposes described in the Data Protection Policy. Also, to enable us to make credit decisions about you (including agreement to instalment payments, debt recovery action and debtor tracing) and for fraud prevention and money laundering purposes, we may search the files of credit reference agencies who will record the search. We may disclose information about how you conduct your account with the School to such agencies and other credit grantors may use this information to make credit decisions about you. Under this

contract you agree that the College has a legitimate interest in this information and is permitted to use and process it in this way.

95. **Legal Contract** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions subject as below.

96. **Variation** The College reserves the right to vary or add to these Terms and Conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the College. The College will give you at least a term's notice of any such modifications.

97. **Representations** Our prospectus and website describe the broad principles on which the College is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the College. Parents wishing to place specific reliance on a matter contained in the prospectus and website or a statement made by a member of staff or a pupil during the course of a conducted tour of the College or a related meeting should seek written confirmation of that matter before entering this agreement.

98. **Third Party Rights** Only the College and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matters of behaviour and discipline, and the consequences of exclusion and removal of Pupils where Parents are unable to pay Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

99. **Force Majeure.** A "force majeure" arises where a party is in breach of its obligations under this contract as a result of a cause beyond its control. For the avoidance of doubt that may include strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the event of a force majeure arising which prevents or hinders or delays the College's performance of any of its obligations, the College shall forthwith give Parents notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the College has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the College will have no liability in respect of the performance of such of its obligations as are prevented, hindered or delayed by the force majeure while it continues. The College shall use its best endeavours during the continuance of the force majeure to provide educational services. If the College is prevented from performance of its obligations for a continuous period greater than four months, the College shall notify Parents of the steps it shall take to ensure performance of this contract. For the avoidance of doubt, Parents remain liable to pay Fees and any other sums due to the College during the force majeure and no rebate is allowed for Pupil absence. Parents are advised to consider taking out school fees remission insurance to provide against this eventuality. The College may be able to offer forms of insurance through its insurance brokers but does not accept a contractual duty to do so.

100. **Interpretation** These Terms and Conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions. Examples given in these terms and conditions are by way of illustration only and not exhaustive.

101. **Consumer Protection.** The College has taken care to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one sided. However, should any term be invalid or unenforceable because it infringes consumer protection or any other enactment or rule of law it shall be treated as separate and shall not affect the validity or enforcement of the remaining terms.

102. **Jurisdiction** The Parent Contract, which includes these Terms and Conditions, is made with Queen's College, Taunton and is governed exclusively by English law. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so in England or Wales.

22 March 2011

*(as amended 7 March 2013, 11 December 2013 and 16 March 2016)*

**Queen's College, Taunton**  
**A registered charity No. 310208**

## HIGHGROVE NURSERY AND QUEEN'S NURSERY SCHOOL APPENDIX

In addition to the standard Terms & Conditions, the following also apply to Queen's College Highgrove Nursery and Queen's Nursery School.

No registration fee applies as per the Somerset Code of Practice.

Acceptance Deposits cannot be paid with Childcare Vouchers.

The Acceptance Deposit is refundable for children who progress to Queen's Junior School, Year 3. If a child leaves Queen's College before Year 3, the deposit will be retained by Queen's College.

Bills are raised monthly in advance around the 15<sup>th</sup> of the month. Payment is required by the 1<sup>st</sup> of the month following the bill date.

If the bill remains unpaid for two weeks after the due date, a £50 administration charge will be applied. The College reserves the right to charge interest on any overdue accounts as per its normal Terms & Conditions.

If a bill remains unpaid two months after the due date, the Highgrove Nursery or Queen's Nursery School place may be suspended until payment for the arrears has been received in full.

One month's notice must be given in writing to the Headmistress of the Junior School if a child is to leave the Highgrove Nursery. Such notice to be received before the 1<sup>st</sup> of the month and to run for the remainder of that month. This notice may be acknowledged by the Headmistress's Personal Assistant or the Business Director in the Headmistress's absence.

One term's notice must be given in writing to the Headmistress of the Junior School if a child is to leave Queen's Nursery School. Such notice to be received before the first day of term and to run for the remainder of that term. This notice may be acknowledged by the Headmistress's Personal Assistant or the Business Director in the Headmistress's absence.